

MAY 16, 2006 AGENDA REPORTS

Agenda Item No. 5.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0510

TO: Mayor and City Council Members

SUBJECT: Petition to Renovate Building Facade at 105 S. Broadway (southwest corner of Douglas and Broadway) (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Petition.

Background: On March 20, 2001, the City Council approved a Facade Improvement Program designed to provide low-cost loans to enhance the visual aesthetics in the downtown area and provide an incentive for businesses to improve their property. Low interest, fifteen-year loans are provided to owners of buildings with frontage on Douglas Avenue, between Seneca and Washington. Up to two facades per building can be improved with 25% of the cost up to \$30,000 in the form of a forgivable loan. Buildings, such as this, that are four stories or higher are not limited to two facades but are not eligible for the forgivable loan. The owner of a building located at 105 S. Broadway has submitted the required Petition. The signature on the Petition represents 100% of the improvement district.

The project has received approval of the Design Council and the Design Review Committee of the Historic Preservation Board.

Analysis: The building is known as the Broadway Plaza Building. The facade project will repair the masonry exterior and replace the windows and doors. The street level storefront will be restored to its original appearance. Attached are drawings that depict the building in its existing condition and what it will look like when the work is completed.

Financial Considerations: The project budget is \$500,000 with the total paid by special assessments. Under the high-rise component of the Facade Program regulations, the building is not eligible for a forgivable loan.

Legal Considerations: State Statutes provide the City Council authority to use special assessment funding for the project. The Facade Easement has been approved as to form by the Department of Law.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution, approve the Facade Easement and authorize the necessary signatures.

Agenda Item No. 6.

City of Wichita
City Council Meeting
May 16, 2006
Agenda Report No. 06-0511

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter is working with Lawrence-Dumont Stadium and is coordinating arrangements with Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kansas Masters BBQ Championship, June 16, 2006 10:00 am through June 17, 2006 6:00 pm.
§ 500 Block of West Maple Street between McLean and Sycamore Street, not including intersections. Please see attached map.

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: Inasmuch as possible, event sponsors are responsible for all costs associated with special events.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. 8.

CITY OF WICHITA
City Council Meeting

May 16, 2006

Agenda Report No. 06-0512

TO: Mayor and City Council Members

SUBJECT: Payment of Condemnation Award (Case No. 05 CV 3575)—Central,
Woodlawn to Rock Road Project (District .II)

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of the appraisers' award, together with appraisers' fees and court costs.

Background: The City has identified the need to acquire a portion of the tract of land located at the northeast corner of Woodlawn and Central in connection with improvements to Central Avenue from Woodlawn to Rock Road. This property is owned by ROG, Inc. and is improved with a gas station. Earlier this year the City initiated eminent domain proceedings to acquire this property. On April 26, 2006, the court appointed appraisers filed their award. They determined the compensation to be paid for the acquisition of the property to be \$57,000.00. The court awarded the three appraisers fees in the amount of \$16,500.00. Court costs are \$111.

Analysis: In order for the City to acquire this property, it must pay the award, together with fees and costs, to the Clerk of the District Court on or before May 26, 2006.

Financial Considerations: The costs of acquiring these properties will be paid from project funds.

Legal Considerations: The City has until May 26, 2006, to decide whether or not to acquire the property. If payment is not made to the Clerk by that date, the eminent domain is deemed abandoned.

Recommendations/Actions: Authorize payment to the Clerk of the District Court in the amount of \$73,611.00 for acquisition of property interests condemned in Case No. 05 CV 3575.

Agenda Item No. 9a.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0513

TO: Mayor and City Council

SUBJECT: Roller Skating For Summer of Discovery (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: Consent

Recommendation: Approve the contract.

Background: Summer of Discovery (SOD) is a weekly summer camp program offered for children ages 6-13. Camp is conducted at nine of the Recreation Centers and provides weekly summer activities for approximately 500-550 campers during the 10-week program. Camp hours are from 7:00 AM to 6:00 PM. Some of the exciting aspects of the SOD program are the weekly field trips, of which, roller-skating is one of the most popular.

Analysis: A request for proposal (RFP 6000238) to provide roller skating services for the Summer of Discovery program was issued earlier this year. The RFP was sent out to four (4) roller skating service providers. Only one provider responded to the RFP. The proposal submitted by Roller City Skating Center meets the RFP criteria in terms of facility qualifications, experience providing roller skating services, references, and admission fees.

Financial Considerations: The SOD program has sufficient funding for roller skating services needed for the program.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one (1) year with annual renewal options for an additional two (2) years.

Recommendations/Actions: It is recommended that the City Council: 1.) Approve the selection of the Roller City Skating Rink; and 2.) Authorize necessary signatures.

Agenda Item No. 9b.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0514

TO: Mayor and City Council

SUBJECT: Renewal of Food Service Establishment Inspection Contract
with the Kansas Department of Agriculture

INITIATED BY: Department of Environmental Services

AGENDA: Consent

Recommendation: Approve renewal of the contract.

Background: The Environmental Services Department conducts inspections of food service establishments within Wichita and Sedgwick County on behalf of the Kansas Department of Agriculture and the Kansas Department of Health and Environment. KDHE licenses most restaurants and other food service establishments, while KDA licenses food service operations in retail grocery stores (delicatessens, salad bars, convenience store ready-to-eat food, etc.) Local staff enforce state regulations and utilize state enforcement mechanisms as appropriate. KDA and KDHE remit eighty percent of license revenue (as established by Kansas statute) to the City, and provide enforcement assistance and training for local staff. KDA has proposed renewal of their contract for state fiscal year 2007. (The Council previously approved renewal of the KDHE contract, on May 9th.)

Analysis: Contract inspections by local entities reduce duplication of effort, provide a single source of contact for industry and citizens, and contribute substantially to local food protection budgets. The use of Kansas regulations and enforcement procedures promotes consistency with other jurisdictions within the state.

Financial Considerations: Staff estimates the value of this contract at approximately \$ 41,000 annually. The recently approved KDHE contract will yield an additional \$ 320,000 annually, and approximately \$42,000 is projected from the sale of City grocery and food processor licenses.

Goal Impact: The requested approval supports the “Safe and Secure Community” goal by improving environmental health and community safety. Inspection, education, and enforcement actions under the contract reduce the risk of food borne illness.

Legal Considerations: The Department of Law has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract with the Kansas Department of Agriculture, and authorize the appropriate signatures.

Agenda Item No.10a.

CITY OF WICHITA
City Council Meeting
May 16, 2006

Agenda Report No. 06-0515

TO: Mayor and City Council Members

SUBJECT: Acquisition of Easement for the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993 the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project which includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, the transfer to and storage of captured water in the aquifer, and the recovery and use of this water to meet future demands for the City of Wichita.

Analysis: Twenty-two sites were identified as necessary for the location of a twenty-four inch water line to serve recharge/recovery wells, recharge well or recharge basins. This is the last easement to be acquired within this phase of the project. This specific site consists of a 30-foot-by-1,464-foot pipeline easement along the western portion of the subject property. The property owner has agreed to convey said easement and temporary construction easement for the offered value of \$4,500, or \$0.10 per square foot.

Financial Considerations: A budget of \$5,000 is requested; this includes \$4,500 for acquisition and \$500 for title work, title insurance and closing costs. Funding for this project is included in the CIP in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the easements; and 3) Authorize all necessary signatures.

Agenda Item No. 10b.

CITY OF WICHITA
City Council Meeting
May 16, 2006

Agenda Report No. 06-0516

TO: Mayor and City Council Members

SUBJECT: Acquisition of 3511 East Bellaire for the Dry Creek Basin Property
Acquisition Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition

Background: There have been several, flooding incidents along the Dry Creek basin in East Wichita. As a result of this, the City Council approved a voluntary property acquisition program. The program calls for the acquisition of up to 16 residential properties that have habitable floors that are below the one hundred year flood elevation. One such property is 3511 East Bellaire. The site consists of 12,196.80 square feet and is improved with a 1,755.00 square foot brick, ranch single family residence.

Analysis: The appraised value of \$140,000 (\$79.77 per improved square foot) was offered to the owner. The owner has agreed to sell the property for this amount. The improvements will be removed and the site maintained as open space.

Financial Considerations: A budget of \$146,000 is requested. This includes \$140,000 for the acquisition, \$5,000 for demolition and \$1,000 for closing costs and title insurance. The funding source is the Storm Water Utility.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Real Estate Purchase Contract and 2) Authorize all necessary signatures.

Agenda Item No. 10c.

CITY OF WICHITA
City Council Meeting
May 16, 2006

Agenda Report No. 06-0517

TO: Mayor and City Council Members

SUBJECT: Acquisition of Part of 1600 West Pawnee: Improvement Project from Seneca to Meridian (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 10, 2006, City Council approved a project to improve Pawnee between Meridian and Seneca. The improvement plans require the partial acquisition of a residential tract at 1600 West Pawnee. The project requires the south 15.30 feet of the site, encompassing 1,010 square feet. The project will also require the removal of a large tree.

Analysis: The owner has agreed to accept a negotiated settlement of \$8,100. This included \$1,000 for the land, \$5,000 for the tree and \$2,100 for proximity damages to the remainder of the property. The improvements will not be physically impacted by this acquisition.

Financial Considerations: The funding source for the City share of the project is General Obligation Bonds. A budget of \$8,300 is requested. This includes \$8,100 for the acquisition, and \$200 for closing costs and title insurance.

Legal Considerations: The Law Department has approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contracts; and 3) Authorize all necessary signatures.

Agenda Item No. 11.

CITY OF WICHITA
City Council Meeting

May 16, 2006

Agenda Report No. 06-0518

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons, which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. A list of weapons being destroyed has been provided (attached), as Exhibit A – 39 long guns and 130 handguns. The destruction of the weapons will be witnessed and monitored by Staff.

Financial Considerations: None.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Agenda Item No. 13.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report 06-0519

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent for Industrial Revenue Bonds (Norris E-Enterprises, LLC) (District II)

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Close the public hearing and approve the letter of intent.

Background: Norris E-Enterprises, LLC, (Norris E-Enterprises) is requesting the issuance of a one-year letter of intent for Industrial Revenue Bonds (IRBs) in an amount not to exceed \$3,725,000. Bond proceeds will be used to finance the cost of acquiring, constructing and equipping a new warehouse and corporate headquarters facility to be leased to Norris E-Enterprises, LLC. Norris E-Enterprises is also requesting the City Council's approval of a 95% five-year tax exemption on bond-financed property and a second five-year exemption upon City Council approval. The new facility will be located at the intersection of 39th Street North and Toben in the Comotara Industrial Park in northeast Wichita.

Analysis: Norris E-Enterprises, LLC, is a related real estate holding company which provides office and warehouse facilities for the following entities:

iFurn.com Inc. - which stocks and sells home and office furniture wholesale, to the public and to the government online at iFurn.com

Pain Relievers Inc. – stocks and sells medical products wholesale and to the public online at PainReliever.com

Lifetime Jewelry LLC. – a new company that will sell jewelry to the public online at Lifetime-Jewelry.com

BullsEye Profit LLC. – a new company which will create software for use in BullsEye Marketing

Networx Distribution LLC. – a new company which will handle nationwide distribution services for CustomHouse Cabinetry

BullsEye Marketing LLC. – a new company which will provide online advertising services for the websites referenced above.

HotRapps – Manufactures, stocks, distributes for wholesale, and sells to the public online at PainReliever.com a microwaveable heating device.

Norris E-Enterprises proposes to build a new 22,000 s.f. warehouse facility and 13,000 s.f. of office space to be located in the area of at the intersection of 39th Street North and Toben in the Comotara Industrial Park in northeast Wichita. Norris E-Enterprises currently employs 28 people and plans to add 30 new jobs over a five-year period, at an average wage of \$39,040 per year. Average wages in 2004 for businesses that are engaged principally in internet sales (NAICS 454) was \$30,379.

An analysis of the uses of project funds is:

Building and Site Improvements	\$3,260,000
Architects and Engineers	190,000
Furniture & Equipment	175,000
Contingency and Costs of Issuance	<u>100,000</u>
Total Cost of Project:	\$3,725,000

The firm Kutak Rock, LLP will serve as bond counsel in the transaction. The Company plans to privately place the bonds with a financial institution with which it has an established banking relationship. The Company agrees to comply with the City's requirements contained in the Standard Letter of Intent Conditions. The cost/benefit analysis based on the fiscal and economic impact model of the Wichita State University's Center for Economic Development and Business Research reflects cost/benefit ratios as follows:

City	1.72 to one
County	1.30 to one
USD 375	1.18 to one
State	6.01 to one

Financial Considerations: The Company agrees to pay all costs of issuing the bonds and the City's \$2,500 annual IRB administrative fee for the term of the bonds. Under the City's Economic Development Incentive Policy, based on job creation and capital investment, the Company qualifies for a 95% five-plus-five-year tax exemption on real property purchased with bond proceeds, and a five-year exemption on personal property.

The estimated first year's taxes on Norris E-Enterprises' proposed \$3,725,000 expansion would be \$99,067 on real property improvements and \$4,253 on personal property, based on the 2005 mill levy. Using the allowable tax exemption of 95 percent, the City would be exempting (for the first year) \$94,114 of new taxes from the real and personal property tax rolls. The tax exemption would be shared among the taxing entities as follows: City - \$26,023; County/State - \$24,685; and USD 375 - \$43,407.

In addition, the project will qualify for a sales tax exemption on bond-financed purchases. The estimated amount of exempted sales taxes are \$118,990, including \$102,690 state sales tax and \$16,300 county sales tax.

Legal Considerations: Bond documents needed for the issuance of bonds will be prepared by bond counsel, Kutak Rock, LLP. The City Attorney's Office will review and approve the form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended that the City Council close the public hearing and approve a Letter of Intent to Norris E-Enterprises, LLC, for Industrial Revenue Bonds in an amount not-to-exceed \$3,725,000, subject to the Standard Letter of Intent Conditions, for a term of one-year, approve a 95% tax abatement on all bond-financed property for an initial five-year period plus an additional five years following City Council review, and authorize the application for a sales tax exemption on bond-financed property.

AGENDA ITEM 14.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0520

TO: Mayor and City Council

SUBJECT: City of Wichita, Sedgwick County, USD 259 and Westar Energy Wireless Data Network

INITIATED BY: IT/IS

AGENDA: New Business

Recommendation: Approve the contract, the Interlocal Cooperative Agreement (ICA), and the Memorandum of Understanding (MOU).

Background: In February of 2005, the IT/IS Department received City Council approval (Agenda Report No. 05-0101) to hire CSC and authorize the funds to proceed with Phase 1 of the contract to conduct an engineering design study for a wireless network.

As stated in the Agenda Report from February of 2005, the wireless network will benefit the members of a consortium consisting of the City of Wichita, Sedgwick County, USD 259 and Westar Energy. The study assessed both the needs and resources of each of the Wichita Wireless Network Consortium (WWNC) participants.

CSC conducted interviews with each respective user and inspected each agency's vehicles. The final process in the study was to conduct site surveys to determine administration and security criteria, line of sight reference, distance factoring, spectrum analysis, bandwidth determinations, antenna placement and mounting equipment.

CSC completed this study in June 2005, and issued a final system design in July. The design recommended eight (8) backbone sites, twenty-five (25) cell extender sites, sixty-three (63) fixed subscriber sites, and mobile bandwidth capable of servicing over fifteen hundred (1500) vehicles. CSC proposed Worldwide Interoperability of Microwave Access (WiMax - IEEE 802.16e), a TCP/IP standards-based wireless technology as the choice in provision of a wireless broadband solution to WWNC's request.

Analysis: This network was planned for use by only consortium partners for their business needs. It is not the intent of the consortium to sell service in a "for profit" endeavor that would compete with commercial telecommunications providers. It is recommended the City pursue building the wireless network for the following reasons:

1. Emergency Response: The City has been discussing the implementation of Automatic Vehicle Location (AVL) technology for tracking, which would allow for the monitoring of vehicles in real-time fashion. This would permit a more efficient means of dispatching vehicles in the event of an emergency response situation.

2. Security: The tracking and monitoring of vehicles would also provide City employees with an added safety feature should they become involved in a vehicle breakdown or accident, or should an employee encounter a situation whereupon their personal safety is put to risk.
3. Record Access: Many City employees who predominantly work outdoors, are in need of recorded information saved in a file located in their departments' records system. Allowing these employees access to their files would drastically reduce the time involved for receipt of that data, thus allowing for a more efficient delivery of service to the general public. Conversely, employees could generate data from the field to be saved to those same files, allowing for a more efficient record keeping system.
4. Increase Productivity: Providing wireless connectivity to business applications to field staff allows staff to begin work in the field earlier in the day and remain in the field for a longer period. As an example, the use of wireless technology has helped Office of Central Inspection inspectors begin their inspections 30 minutes earlier in the morning and remain for an additional 30 minutes in the evening. For 36 inspectors that roughly translates to 36 man-hours of increased productivity a day.
5. Cost Savings: The IT/IS department currently services sixty-nine (69) outlying facilities with network connections, through either a T1 or an ISDN connection. Providing a wireless network connection to sixty-three (63) of these facilities would save IT/IS approximately \$90,000 per year.
6. Interoperability of Government and Local Organizations: In 2005, the Wichita-Sedgwick County region suffered a severe ice storm, which affected many businesses and residences. The creation of the wireless network would allow for the interoperability of government agencies and organizations to easily communicate with each other should the need arise. This level of communication would be established only on an as needed basis.

This matter has been reviewed and approved by the IT/IS Advisory Board.

Financial Consideration: The City has identified several funding sources for the network build-out: From the Federal Highway Administration (FHWA) are two Intelligent Transportation System (ITS) grants totaling \$1,639,686; from the Federal Metro Urban Surface Transportation Program Fund there is a grant for \$770,000; and from the Federal Transit Administration (FTA) are two Automatic Vehicle Location (AVL) grants totaling \$623,742. Matching funds having been identified from the IT/IS Department operating budget and the Equipment Replacement Fund totaling \$672,879. These combine to a total of \$3,706,307.

The cost to perform the initial system design, which has been completed, was \$300,000. The cost for the build-out of the core system, which entails the backbone infrastructure, 63 fixed subscriber sites, and 150 mobile subscribers, is \$2,552,977. This leaves additional funding of \$853,330 to be used for any contingencies during the build-out including additional mobile subscribers and contract supplements for Davis-Bacon compliance.

Legal Consideration: A contract for the provision of a high capacity network communication system, capable of supporting various data, voice and digital image applications, to both fixed-location and mobile subscribers has been negotiated with Computer Sciences Corporation (CSC) by IT/IS, Purchasing, and Law. As a high technology item, this contract is exempt the requirement of public bidding under City Code 2.64.020(g). This project exceeds that minimum requirement as it was submitted for competitive proposals to cover both the design and build-out phases when initially conceived. The Interlocal Cooperative Agreement and the Memorandum of Understanding have been negotiated with all participants by IT/IS and Law. This latter agreement between the participants requires Attorney General approval before it is effective, and the parties see no impediment to that approval.

Recommendations/Actions: With the understanding that it is the Consortium's intent to use the wireless network for internal business applications and not sell service to external customers, it is recommended that the City Council approve the contract with CSC for the installation and deployment of a wireless network; approve the ICA between the City of Wichita, Sedgwick County, USD 259 and Westar Energy; approve the MOU between the City of Wichita, Sedgwick County and KDOT; and authorize the necessary fund transfers and signatures.

WIRELESS DATA NETWORK:

INTERLOCAL COOPERATIVE AGREEMENT By and Among:

- The City of Wichita, Kansas
- Sedgwick County, Kansas
- Unified School District No. 259
- Westar Energy, Inc.

for a WICHITA AREA WIRELESS DATA NETWORK

THIS Interlocal Cooperative Agreement is made and entered into this _____ day of _____, 2006, by and between the City of Wichita, Kansas, a municipal corporation (hereinafter individually referred to as "City"), Sedgwick County, Kansas, a municipal corporation (hereinafter individually referred to as "County"), Unified School District No. 259, a political subdivision (hereinafter individually referred to as "U.S.D. 259"), and Westar Energy, Inc., a Kansas corporation (hereinafter individually referred to as "Westar"), hereinafter collectively referred to as the "Participants."

WHEREAS, the Participants agree and intend to develop, implement, manage and use a Wireless Data Network (WDN) centered in the Wichita area that is capable of providing Automated Vehicle Location (AVL); and

WHEREAS, the Participants are authorized to enter into an Interlocal Cooperative Agreement pursuant to K.S.A. 12-2901, et seq. and amendments thereto; and

WHEREAS, the Participants desire to form an agreement to manage the in WDN regards to all aspects including technical, operational and maintenance, and fiscal matters.

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

1. Duration. The duration of this agreement shall be for a period of twenty-five (25) years from the Effective date.
2. Organization.
 - a. The Participants shall form a board of governance (hereinafter referred to as the "Wichita Area Wireless Data Network Board of Governance" or "Board") to oversee all aspects of the management of the WDN. Each Participant shall name one official representative to the Board. In matters requiring a decision or vote of the Board, each Participant shall have a vote proportional to their direct fiscal participation in the on-going operational and maintenance support of the WDN.
 - b. The Board shall meet, at a minimum, once each month, but special meetings may be called as required. Regularly scheduled meetings may be cancelled by a consensus of all members of the Board. A quorum of the board shall consist of three (3) members. A majority vote of the Board, shall be defined as a minimum of fifty-five percent (55%) of the assigned voting power (see Sec. 2.a), shall be required for passage of all votes, except those votes referenced in Sec. 2.c. Members of the Board may send a delegate to represent them should they be unable to attend. Members may also attend via teleconference should they elect to do so.

- c. In instances when a vote is required concerning the following topics:
 - (1) Acceptance of new membership;
 - (2) Geographic expansion of the WDN;
 - (3) Acceptance of updated or new technology;a super-majority vote of the Board, defined as a minimum of eighty percent (80%) of the assigned voting power (see Sec. 2.a), shall be required.
 - d. The Board shall elect officers to include a Chairperson and Vice Chairperson. The term of these roles shall be for one year, and shall rotate between the Participants on a year-to-year basis. The Vice Chairperson will be elected each year and will automatically become the Chairperson for the subsequent year. The function of the Chairperson shall be to provide notification of all meetings of the Board, convene and chair each meeting. The role of the Vice Chairperson shall be to provide backup to the Chairperson, and to take minutes of each meeting of the Board.
3. Purpose. The purpose of this agreement is to establish an understanding of how the WDN shall be managed and maintained to insure its viability for Participants. For purposes of this agreement, WDN is defined as all hardware, software, equipment, and devices necessary to create the overall wireless data network and AVL capabilities, but is exclusive of:
- a. Anything required for an individual site, vehicle or device to connect to this network or participate in AVL;
 - b. Any and all towers or building sites belonging to one or more Participants used to mount antennas, receivers, or any other equipment or device needed to establish the WDN;
 - c. The network components necessary for an individual Participant to connect their respective data networks to the WDN.
4. Ownership and Manner of Financing.
- a. The initial financing to establish the WDN and AVL capabilities will be as set out on the attached Exhibit A. Ownership of the components therein shall be by the Participant(s) funding the acquisition and establishment of each component whether by direct funding or grant. Additional financing to expand the capabilities or geographic extent of the WDN and/or AVL capabilities may be provided through the receipt of grants or other funds as made available by or to the Participants.
 - b. Each Participant based upon their respective share of network usage shall proportionally pay ongoing maintenance and operational costs. The amounts set forth in Exhibit A for operations and maintenance of the WDN are minimum fixed costs for each member, for a period of no less than five (5) years. As current Participants increase their usage of the WDN, or as new entities are added to the WDN, the operational and maintenance costs of all existing Participants shall be adjusted commensurately. The Operator shall pay all costs necessary for said operations and maintenance, and each Participant will pay their respective share of the anticipated costs on a quarterly basis to the Operator. Payment shall be due to the Operator the first day of each quarter of the year. Failure to pay such costs will be considered a default.
 - c. Changes in operational and maintenance costs shall be reviewed in April of each year, with the changes to become effective the following 1st of January. Special meetings may be called as required. All changes will require the vote of the Board.

d. The WDN may be used to provide services to new entities not participating in this agreement, upon approval by the Board. These entities must enter into a written participation agreement with the Board, and must pay fair and equitable operational and maintenance and capital replacement costs for use of the network, as determined and approved by the Board. As a new entity joins onto the WDN, their operational and maintenance and capital replacement costs shall become effective immediately upon activation. Any cost for build-out of the WDN necessary to accommodate the new entity, shall be the responsibility of that entity.

5. Fiscal Year. The fiscal year of this Interlocal Cooperative Agreement shall be the calendar year, and all accounting shall be completed within 45 days of the close of the fiscal year.

6. Execution and Filing. This Interlocal Cooperative Agreement is entered into and executed after having been approved by a majority of the governing bodies of the Participants, said approval being granted at regularly scheduled meetings of those entities. This Interlocal Cooperative Agreement shall be filed with the Register of Deeds of Sedgwick County, Kansas, and with the Secretary of State as required by K.S.A. 12-2905, and shall also be subject to the review of the Attorney General of the State of Kansas, also pursuant thereto, as noted below.

7. Effective Date. The Effective Date of this Interlocal Cooperative Agreement shall be the date of its final execution by all parties and upon approval by the Attorney General of the State of Kansas, or by the failure of the Attorney General of the State of Kansas to disapprove this Interlocal Cooperative Agreement within 90 days of its submission to the Attorney General. Prior to its entry into force, this Agreement shall be filed with the Register of Deeds of Sedgwick County, and with the Kansas Secretary of State.

8. Termination of the Agreement.

a. Any Participant may elect to terminate its participation in this Interlocal Cooperative Agreement, in whole or in part, by providing written notice to the other parties to this agreement. Any notice of partial or whole termination must be provided no later than June 30 in order to become effective on December 31 of that year. Should any Participant exit the agreement, all use and ownership rights of the exiting Participant to any equipment, software, intellectual property, or licenses used as part of the WDN and AVL capabilities shall be forfeited to the remaining participants. This forfeiture does not include components that are not part of the overall WDN and AVL capabilities as described in section 3 of this document.

b. Should any Participant elect to terminate its participation in this Agreement and as a result of the Participant's decision, a part of the network becomes no longer needed, the exiting Participant shall pay for the cost to safely remove any and all components. Should that connection to the WDN be necessary for any other Participant to maintain their usage of the network, the exiting Participant will need to leave the components in place. If the Participant desires to remove the components, they must provide an alternate connection thereby leaving the WDN and AVL capabilities fully functional for the remaining Participants. Prior to the establishment of any alternate connection to the WDN, the exiting Participant must gain the approval of the Board by submitting documentation identifying the equipment and scope of the proposed connection. Cost for provision of any alternate connection shall be born totally by the exiting Participant. This requirement shall be in effect across the original geographic area of the WDN as shown in Exhibit C and any future extensions to the WDN. .

c. If any Participant exits the agreement who has provided a structure or tower used to mount components essential to the continued operation of the WDN and/or AVL system, they shall agree to allow the remaining Participants full use of these facilities as long as the WDN and/or AVL system is used by one or more Participant. If the Participant desires to remove the tower or structure from the network infrastructure, they must provide an alternate site thereby leaving the WDN and AVL capabilities fully functional for the remaining Participants. Prior to the establishment of any alternate structure or tower site, the exiting Participant must gain the approval of the Board by submitting documentation identifying the equipment and location of the proposed site. Cost for provision of any alternate structure or tower site shall be born totally by the exiting Participant. This requirement shall be in effect across the original geographic area of the WDN as shown in Exhibit C and any future extensions to the WDN.

d. In the event that a site, which is owned and operated by a Participant and provides a network connection necessary for continued use of the network by other Participants, is either abandoned or sold by a Participant, the relocation cost shall be paid out of the operation and maintenance fund.

e. In the event that a lease on a site, which provides a network connection necessary for continued use of the network by Participants, is no longer valid or the Board decides to no longer maintain the lease, cost for finding and procuring an alternate site shall be paid out of the operation and maintenance fund.

f. In the event the WDN reaches a state whereupon each member of the Board finds it appropriate to dissolve the network, each member shall be responsible for the removal of any and all equipment pertinent to their respective usage. In the instance of removal of equipment from Backbone or Cell Extender sites, as defined in Exhibit D, the operational and maintenance fund will primarily be identified for this purpose, however if the required funds are not available each member shall be responsible for the removal cost proportionate to their fiscal participation in the WDN.

g. Each member acknowledges that in the event of its non-compliance with any of the obligations agreed to hereunder, that the other Participants may not receive the benefits expected in connection with their entry into this Agreement for usage of the WDN. In such event, the non-compliant Participant shall be required to pay all afflicted Participants an amount comparable to the estimated cost of the loss. In the event of a discrepancy or disagreement amongst the Participants, the matter shall be resolved by a vote of the Board.

9. Operations. To effectively and efficiently manage the WDN and AVL system, the City shall be designated the Operator of the WDN. This role will entail day to day support of the WDN and AVL system, coordination of any and all activities that impact these components, management of all vendor relationships required to maintain and/or expand the WDN or AVL system, and coordination of all meetings and activities of the Participants as necessary for such activities. The rules, processes and procedures of Operations of the WDN and AVL system will be defined in a Service Level Agreement ("SLA") (Exhibit D), and which will be adopted by consent of the Board and may be changed by the Board as conditions require.

10. Access to Sites. The WDN and AVL system will have various components and equipment located at or upon the towers and facilities of many of the Participants. To maintain and operate the WDN and AVL system, access to these sites and facilities may be required by the Operator, Participants and vendors. All parties agree that access to such shall be governed by the rules, processes and restrictions of the owner of the respective property and further agree to abide by them to the full extent thereof.

11. Insurance.

- a. The Operator shall maintain the necessary insurance (Property and General Liability) for all equipment fundamental to the viability of the WDN infrastructure. The costs for such insurance shall be born out of the operational and maintenance fund.
- b. Costs for necessary insurance on equipment, which provides service to an individual site and is not fundamental to the WDN infrastructure, shall be the responsibility of each Participant who is serviced by that portion of the WDN.
- c. Costs for necessary insurance on any towers or facilities, which may or may not be fundamental to the WDN infrastructure, shall be the responsibility of the participating owner.

12. Fiscal Management and Oversight.

- a. To manage the WDN and AVL system it will be necessary to incur operational and maintenance expenses. The Board shall agree upon the support costs to maintain the system at a mutually satisfactory level as well as the proportional share of these costs per Participant, and such will be defined in the SLA. The Operator shall pay all costs necessary for said operations and maintenance, and each Participant will pay their respective share of the anticipated costs on a quarterly basis to the Operator.
- b. The Operator shall prepare a financial statement of all expenditures and present this to the Board for approval at each monthly meeting. At the request of any Participant, the Operator will make available all invoices, contracts, agreements and correspondence pertaining to these costs. Further, the Operator shall keep these records for a period of five (5) years following the dissolution of the WDN.

13. Execution or Assignment of Other Documents. The Participants recognize that in addition to this agreement, in order to fully perform their respective obligations under this agreement it may be necessary for the Participants to draft, approve, and execute additional documents, or assignment of existing contracts, grants, insurance policies or other similar documents. The Participants agree to draft and execute such documents or assignments as necessary with a minimum of delay.

14. No Intent to Create Benefit any Third Party. This agreement is not intended to create or confer any third party beneficiary rights to any person or entity, or to authorize any person or entity not a Participant to this agreement to maintain a suit for damages or other relief regarding any matter covered by this agreement.

15. Notification.

- a. Notifications required pursuant to this Agreement shall be made in writing and either hand delivered or sent by certified or registered mail (postage prepaid) to the addresses shown below. Such notification shall be deemed complete upon mailing.
- b. If a change is made to the information for any of the addressees listed below, it shall be the responsibility of that Participant to ensure the change is registered with the Board.

City of Wichita:

IT/IS Department
Attn: Kevin Norman
455 North Main St., 9th Floor
Wichita, KS 67202

City Clerk
Attn: Karen Sublett
455 North Main St., 13th Floor
Wichita, KS 67202

Sedgwick County:

Sedgwick County Division of Information
Attn: Contract Notification
538 North Main St.
Wichita, KS 67203

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 North Main St., Suite 359
Wichita, KS 67203-3790

Unified School District No 259:

Management Information Services
Attn: Cathy Barbieri
432 West 3rd St. N
Wichita, KS 67203

USD 259 Clerk of Board
Attn: Mike Willome
201 North Water St.
Wichita, KS 67202-1292

Westar Energy, Inc:

Legal Department
Attn: Allyson Yarbrough
818 South Kansas Ave.
Topeka, KS 66612

Field Communication Systems
Attn: Jon Wirtz
P.O. Box 208
Wichita, KS 67201-0208

16. Amendment. The Participants mutually agree that changes to this agreement may only be effected by written amendment, signed by all Participants.

17. Assignment. Neither this agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by any Participant without the prior written consent of the Board.

18. Indemnification. Each Participant agrees to defend, indemnify and hold harmless each of the others, including officers, agents, elected officials, and employees, from all claims, suits, judgments and demands arising from the indemnifying party's negligent omissions in the performance of duties prescribed in this agreement. Each Participant shall give the other immediate written notice of any claim, suit or demand that may be subject to this provision. This provision shall survive the termination of this agreement.

19. Invalidity. In the event that any provision in this agreement shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

20. Interest of Public Officials and Others. No officer, elected official, or employee of Participants, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer, elected official, or employee of Participants or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

21. Cash Basis and Budget Laws. The rights of City, County, and U.S.D. 259 to enter into this agreement are subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This agreement shall be construed and interpreted in such a manner as to ensure said Participants shall at all times remain in conformity with such laws. Further, said Participants reserve the right to unilaterally sever portions of the agreement, modify, or terminate this agreement at any time if, in the opinion of their legal counsel, the agreement may be deemed to violate the terms of any laws of the State of Kansas.

22. Incorporation of Exhibits. Exhibit A (Financing for Initial Establishment of the Wichita Area Wireless Data Network and AVL Capabilities), Exhibit B (Estimated On-going Operational and Maintenance Cost for the Wichita Area Wireless Data Network and AVL Capability), Exhibit C (Geographic Extent of WDN), and Exhibit D (Service Level Agreement), are attached hereto and made a part hereof as if fully set out herein.

23. Status. In performing the work under this Agreement, each Participant shall be an independent contractor, and a Participant's participation in the Agreement does not indicate an endorsement, authorization, sponsorship, affiliation, agency, joint venture or partnership by or with any other party.

[APPROVALS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, City, County, U.S.D. 259, and Westar, have caused this Interlocal Agreement to be executed by their respective authorized representatives.

ADOPTED THIS ____ DAY OF _____, 2006, BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

CITY OF WICHITA:

CARLOS MAYANS, Mayor

Date

APPROVED AS TO FORM:

GARY E. REBENSTORF
Director of Law

Date

ATTEST:
KAREN SUBLETT, City Clerk

Date

IN WITNESS WHEREOF, City, County, U.S.D. 259, and Westar, have caused this Interlocal Agreement to be executed by their respective authorized representatives.

APPROVED THIS ____ DAY OF _____, 2006, BY THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS.

SEDGWICK COUNTY:

BEN SCIORTINO, Chairman
Board of County Commissioners

Date

APPROVED AS TO FORM:
AARON T. BLASE
Assistant County Counselor

Date

ATTEST:
DON BRACE, County Clerk

Date

IN WITNESS WHEREOF, City, County, U.S.D. 259, and Westar, have caused this Interlocal Agreement to be executed by their respective authorized representatives.

ADOPTED THIS ____ DAY OF _____, 2006, BY

UNIFIED SCHOOL DISTRICT NO. 259:

WINSTON BROOKS
Superintendent of Schools

Date

CONNIE DIETZ
President of the Board

Date

ATTEST:
MIKE WILLOME
Clerk of the Board

Date

IN WITNESS WHEREOF, City, County, U.S.D. 259, and Westar, have caused this Interlocal Agreement to be executed by their respective authorized representatives.

APPROVED THIS ____ DAY OF _____, 2006, BY

WESTAR ENERGY, INC.:

JON WIRTZ
Director Field Communication Systems

Date

SUBMITTED to the Attorney General of the State of Kansas on this ____ day of _____, 2006.

REVIEWED AND APPROVED BY THE ATTORNEY GENERAL OF THE STATE OF KANSAS
THIS ____ DAY OF _____, 2006.

BY: PHIL KLINE
Attorney General, State of Kansas

Agenda Item No. 15.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0521

TO: Mayor and City Council Members

SUBJECT: Storm Drain along Waterman Street, between the Arkansas River and Main Street (District I)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the project.

Background: The construction of the downtown sports arena will necessitate the installation of a storm water drainage system for the immediate arena area. An opportunity exists to improve drainage within the surrounding central business district by enlarging the project. The work consists of the construction of a large concrete box culvert in Waterman Street between the Arkansas River and Commerce Street. A waterline will also need to be constructed. It is proposed that the County's lead local engineering consultant on the sports arena, Professional Engineering Consultants (PEC), be used for the preparation of construction plans. PEC is also under contract with the City to design a large waterline project in the area.

Analysis: The Waterwalk project will be re-aligning Lewis to connect to Waterman. The 9' by 5' box storm water drain needs to be installed along with the proposed 48" waterline prior to this paving. Because of the size of the Waterman Street box culvert and the existing condition of the pavement, the remaining section of Waterman should be completely removed and replaced. Construction is planned to begin this summer to build the storm drain from the Arkansas River to Main Street. The remaining portion of the project will be let later this year as Phase II.

Financial Considerations: Funding in the amount of \$1,500,000 is requested at this time for the cost of storm water drain construction through the Water Walk development, from the Arkansas River to Main Street. The funding source is General Obligation bonds. Funding is available from the Downtown Parking/Street Improvement project contained in the current Capital Improvement Program, which includes a total of \$4,500,000 available funding through 2008. The project will be returned to the Council later this year for funding authorization to extend the storm drain, waterline and paving from Main Street to Washington. Funding for the Lewis Street realignment through Water Walk, as well as for the 48" waterline construction was previously approved.

Legal Considerations: The Law Department has approved the authorizing Resolution as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the project, approve the Resolution and authorize the necessary signatures.

Agenda Item 16.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0522

TO: Mayor and City Council

SUBJECT: Contract for Indigent Defense Services

INITIATED BY: Municipal Court

AGENDA: New Business

Recommendation: Approve Maughan Hitchcock LC Law Firm as the Indigent Defense Services Provider.

Background: The City is required to provide legal defense to persons accused of a crime when they cannot afford to hire a private attorney. By ordinance, the Administrative Judge has the authority to maintain a list of qualified attorneys who will be assigned cases at a fee set by the ordinance. Additionally, the court is allowed by ordinance 1.04.210 to contract with attorneys to provide all indigent defense services subject to Administrative Regulation 7d. For the past nine years the Court has provided indigent defense services contractually. In the Year 2005, the services of appointed legal counsel were provided in approximately 7,000 cases for approximately 5,000 defendants.

Analysis: Recently the Court requested proposals from the legal community to represent indigent defendants. Three responses to the proposal were received. In accordance with Administrative Regulation 1.2 a staff screening and selection committee was formed to evaluate the responses and to select a vendor to provide the indigent defense services. The screening committee selected Maughan Hitchcock LC Law Firm to provide these services.

A minimum of three defense attorneys will provide indigent defense services five days per week. This five-day workweek will allow for integration of public defender cases with the regular Municipal Court case dockets excluding the first Fridays of the month and regular holidays. This service will also be provided to the indigent clients housed in the Sedgwick County Detention Facility with Municipal Court charges, and a defense attorney will be a "team-member" of the Drug Court Diversion Program. Additionally, the attorneys will meet with indigent defendants in their office located at 200 West Douglas, Suite 350. The indigent defense attorney will be available in person and by telephone to answer questions and discuss their clients' cases.

Financial Considerations: The 2006 adopted budget for this contract is \$263,600 but the responses to the request for proposal were substantially higher, ranging from \$325,000 to \$370,000. It is noted, however, that the contractual budgeted amount has not increased since the year 1997. To help offset the costs of providing public defender services, a \$4 public defender fee is included in court costs for each case convicted in Municipal Court. By year-end 2006, it is expected this fee will generate \$255,000. Additional collections are generated through an indigent defendant co-pay fee. This revenue is expected to total \$60,000 for a total of \$315,000 generated through public defender co-pay's and court costs. With approval of this contract, the increased General Fund cost will be incorporated in the Revised Budget for Municipal Court.

Legal Considerations: The contract will be approved as to form by the Law Department.

Recommendation/Action: It is recommended the City Council approve the vendor Maughan Hitchcock, LC as the Indigent Defense Service Provider, authorize staff to negotiate the contract with a not to exceed dollar amount of \$317,000 and authorize the necessary signatures.

Agenda Item No. 17.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0523

TO: Mayor and City Council Members

SUBJECT: SUB 2003-91 -- Plat of Greenwich Plaza Addition, Located on the Southwest Corner of 31st Street South and Greenwich Road.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat (7-2). The two negative votes by the Planning Commissioners reflect concerns regarding the assessment for traffic signalization.

Background: This site, consisting of two lots on 8.2 acres, is located within three miles of Wichita's city limits. This site is zoned LC, Limited Commercial.

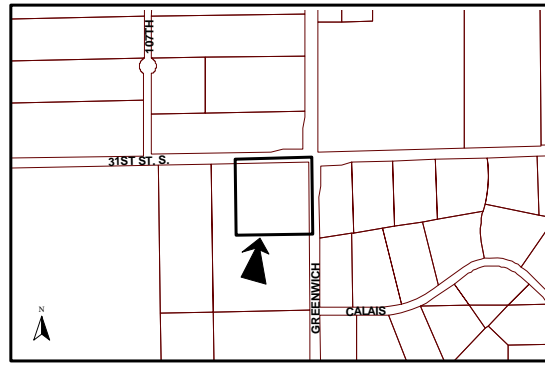
Analysis: A petition for paving and drainage improvements will be handled by the County. Other petitions, 100%, have been submitted to the City for future sewer and water improvements. Both a City and County Certificate of Petitions have been submitted. Since sanitary sewer and municipal water is not available to serve this property, County Code Enforcement has approved the use of on-site sewerage and water wells.

This plat has been reviewed and approved by the Planning Commission, subject to conditions and recording within 30 days.

Financial Considerations: None.

Legal Considerations: The Certificate of Petitions (City) will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat, authorize the necessary signatures and adopt the Resolutions.



AGENDA ITEM NO. 18.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0524

TO: Mayor and City Council Members

SUBJECT: DED 2006-11 -- Dedication of a Public Utility Easement and DED 2006-12 -
- Dedication of Street Right-of-Way, Located North of 29th Street North and
West of Seneca. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedications.

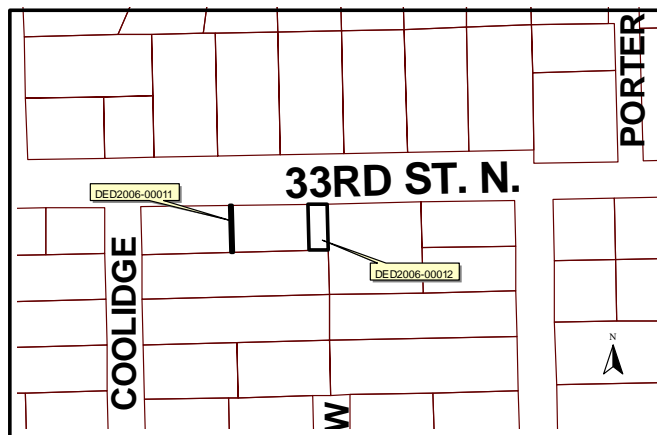
Background: These Dedications are associated with a lot split case (SUB 2006-31). The Dedications are for construction and maintenance of public utilities and for street right-of-way along Woodrow.

Analysis: None.

Financial Considerations: None.

Legal Considerations: The Dedications will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedications.



Agenda Item 19.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report 06-0525

TO: Mayor and City Council Members

SUBJECT: DR 2006-06: Amendments to the Wichita Sedgwick-County Subdivision Regulations -- Applicability and Exceptions. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the amendments.

MAPC Recommendation: Approve amendments. (11-0)

Background: The amendments, prepared by Sedgwick County's Legal Department, involve a restructuring of Sections 3-104 and 3-105. They will allow the zoning administrators (Superintendent of Central Inspection - City, and Director of Sedgwick County Code Enforcement - County) more discretion in regards to waiving platting requirements for individual cases.

Analysis: The amendments will allow the zoning administrators (Superintendent of Central Inspection-City and Director of Sedgwick County Code Enforcement-County) more discretion in regards to waiving platting requirements for individual cases.

Legal Considerations: The amendments will affect properties both inside the city limits and in the unincorporated area of Sedgwick County. The City Council and the Sedgwick County Commission will need to approve the amendments in order for them to be in full effect. Both the City and County Legal Departments have reviewed the amendments and approved the form for the respective adopting Ordinance and Resolution.

Financial Consideration: None.

Recommendations/Action: Approve the amendments to the Wichita-Sedgwick County Subdivision Regulations and approve first reading of the Ordinance.

Agenda Item No. 20.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0526

TO: Wichita Airport Authority

SUBJECT: Land Acquisition
Colonel James Jabara Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Capital Improvement Program (CIP) project budget.

Background: Tracts of land adjacent to Airport Authority-owned land have been identified in the Airport Master Plan to be acquired to allow airfield pavements and tenant development on the east side of the airfield. Land acquisition has been included in the 2006 CIP.

Analysis: Prior to an offer to purchase the land, it is necessary to incur preliminary costs such as appraisals, surveys and environmental assessment fees. The property pre-acquisition process is handled through the City of Wichita Property Management Division in accordance with AR 47 and Federal regulations.

Financial Considerations: The pre-offer expenses related to tracts adjacent to Colonel James Jabara Airport are estimated to be \$35,000. A portion of the costs will be eligible for reimbursement under the Federal AIP grant program. The remainder will be funded with General Obligation Bonds, paid by airport revenues.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget for pre-offer expense and adopt the resolution.

RESOLUTION NO. _____

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA COLONEL JAMES JABARA AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically,

Land Acquisitions
to the Wichita Colonel James Jabara Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Thirty-Five Thousand Dollars (\$35,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____,_____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

Agenda Item No. 21.

City of Wichita
City Council Meeting
May 16, 2006

Agenda Report No. 06-0527

TO: Wichita Airport Authority

SUBJECT: Roof Replacements
Wichita Mid-Continent Airport

INITIATED BY: Airport Department

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project and professional services contract.

Background: The 2006 Capital Improvement Program (CIP) includes roof replacements.

Analysis: Several roofs have been identified in the roof replacement program. A portion of the Terminal Building roof as well as roofs on the maintenance facility and two tenant-occupied facilities will be designed for replacement.

Solicitations for professional services were issued and no responses were received. The airport staff negotiated a contract with Howard and Helmer Architects who have performed this type of work on previous Airport roof replacement projects.

Financial Considerations: The contract for design and bidding services is \$65,862. A project budget of \$700,000 is requested and will be funded with General Obligation Bonds funded with Airport Revenue.

Legal Considerations: The Law Department has approved the contract and the Authorizing Resolution as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget, adopt the resolution, approve the contract and authorize the necessary signatures.

AN RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY;AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements, specifically,

Roof Replacements
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas.

SECTION 2. That the cost of the above described improvements is estimated to be Seven Hundred Thousand Dollars (\$700,000), exclusive of the cost of interest on borrowed money, paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost, shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas.

SECTION 3. That the above described improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, _____,_____.

CARLOS MAYANS, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

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